

2023-2025

LABOR AGREEMENT

between

CITY OF EVERETT, WASHINGTON

and

EVERETT POLICE MANAGEMENT ASSOCIATION

INDEX

ARTICLE 1 - AGREEMENT	1
1.1 GENERAL	1
ARTICLE 2 - PURPOSE	2
2.1 GENERAL	2
ARTICLE 3 - RECOGNITION	3
3.1 SOLE BARGAINING AGENT	3
ARTICLE 4 - ASSOCIATION SECURITY	4
4.1 ASSOCIATION	4
ARTICLE 5 - DUES CHECK OFF	5
5.1 GENERAL	5
ARTICLE 6 - MANAGEMENT RIGHTS	6
6.1 GENERAL	6
ARTICLE 7 - POLICY CHANGES	8
7.1 NOTIFICATION	8
ARTICLE 8 - INTERNAL INVESTIGATIONS	9
8.1 GENERAL	9
ARTICLE 9 - GRIEVANCES	11
9.1 DEFINITION	11
9.2 PROCEDURE	11
9.3 RESPONSES AND TIME LIMITS	11
9.4 ARBITRATION OF GRIEVANCES	11
ARTICLE 10 - ASSOCIATION LEAVE	13
10.1 CITY LEAVE BANK FOR ASSOCIATION BUSINESS	13
10.2 ASSOCIATION LEAVE	13
10.3 LEAVE REQUEST	13
ARTICLE 11 - SALARY SCHEDULE	15
11.1 2023 SALARY SCHEDULE	15
11.2 2024 SALARY SCHEDULE	15
11.3 2025 SALARY SCHEDULE	
11.4 LONGEVITY	15
11.5 DEFERRED COMPENSATION	16
ARTICLE 12 - CLOTHING ALLOWANCE	17
12.1 GENERAL	17
ARTICLE 13 - HOURS	18
13.1 HOURS OF DUTY	18
13.2 LIEUTENANTS AND CAPTAINS	18

ARTICLE 14 - WORK IN HIGHER CLASSIFICATION	19
14.1 TEMPORARY ASSIGNMENT.	19
ARTICLE 15 - HOLIDAYS.....	20
15.1 CITY HOLIDAYS	20
15.2 HOLIDAY PAY	20
ARTICLE 16 - VACATIONS	23
16.1 GENERAL.....	23
ARTICLE 17 - SICK LEAVE.....	24
17.1 ACCRUAL	24
17.2 SICK LEAVE ELIGIBILITY.	24
17.3 LICESNSED HEALTH CARE PROVIDER'S CERTIFICATION.....	24
17.4. SICK LEAVE ACCRUAL INCENTIVE.....	24
17.5 NO COVID MANDATE.....	25
ARTICLE 18 - FUNERAL LEAVE	26
18.1 LEAVE.....	26
ARTICLE 19 - INSURANCE BENEFITS.....	27
19.1 GENERAL.....	27
19.2 EMPLOYEE AND DEPENDENT MEDICAL.	27
19.3 DENTAL INSURANCE.....	27
19.4 VISION INSURANCE.....	27
19.5 DISABILITY AND LIFE INSURANCE.....	27
ARTICLE 20 - DEFENSE AND INDEMNIFICATION	29
20.1 GENERAL	29
ARTICLE 21 - VACANCIES AND PROMOTIONS	30
21.1 APPLICATION OF CIVIL SERVICE RULES.....	30
21.2 ELIGIBILITY LISTS.....	30
21.3 PROBATIONARY PERIODS.....	30
ARTICLE 22 - SENIORITY LIST AND ANNIVERSARY DATE.....	31
22.1 GENERAL.....	31
ARTICLE 23 - LAYOFF.....	32
23.1 GENERAL.....	32
ARTICLE 24 - VEHICLES.....	33
24.1 GENERAL.....	33
ARTICLE 25 - SEVERABILITY	34
25.1 SAVINGS CLAUSE.....	34
ARTICLE 26 - DURATION	35
26.1 GENERAL.....	35

ARTICLE 1 - AGREEMENT

1.1 General.

- 1.1.1 The covenants contained herein constitute an agreement between the Everett Police Management Association, hereinafter referred to as EPMA, and the City of Everett, hereinafter referred to as the CITY, governing wages, hours and working conditions of employment for employees within EPMA's bargaining unit.
- 1.1.2 The parties recognize that the first Labor Agreement introduced significant changes in wages, hours, and working conditions for members of the EPMA unit. In particular, the Agreement intends to reflect the status and responsibilities of Captains and Lieutenants as key members of the Police Department's management team. This Agreement accordingly proceeds from the philosophy of compensating members of management primarily on the basis of monthly salary as opposed to supplemental pay items. To that goal, the initial Agreement eliminated or reduced supplemental pay items (notably college incentive pay, holiday pay, and overtime pay) in deference to more substantial monthly salaries.

ARTICLE 2 - PURPOSE

2.1 General.

- 2.1.1 The purpose of this Agreement is to increase the general effectiveness of the Police Department and to maintain harmonious relations between the City and members of the EPMA bargaining unit, and, further, to promote the morale and protect the rights and privileges, well-being and security of EPMA unit members. To accomplish the foregoing, the parties agree to the following articles.

ARTICLE 3 - RECOGNITION

3.1 Sole Bargaining Agent.

- 3.1.1 The City recognizes EPMA as the sole bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for Lieutenants and Captains of the Everett Police Department, excluding the Chief of Police, Deputy Chiefs, appointive officers, and all other employees.

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Association.

- 4.1.1 Upon promotion, all employees covered by this Agreement may become members of EPMA. The City agrees to deduct the specified amount of Union dues and initiation fees each pay period as directed by each employee and the Union. The City shall remit the total amount of Union deductions for all EPMA bargaining unit members to the bank account(s) specified by the Treasurer of EPMA. Provided, however, in order to comply with the United States Supreme Court's decision in Janus v. AFSCME, the City will not make any deduction from any employee's pay for Union dues without written documentation evidencing the employee's free and voluntary consent for said deduction.

ARTICLE 5 - DUES CHECK OFF

5.1 General.

- 5.1.1 Upon receipt of a written and signed form from the employee authorizing payroll deduction, the City shall each month deduct EPMA dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to EPMA. If the employee is on workers compensation, voluntary deductions might not be completely funded.
- 5.1.2 EPMA agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders and judgments brought against the City as a result of any payroll deduction made on EPMA's behalf. Payroll deduction errors shall be adjusted within 30 days after they become known and EPMA, any employee, or the City shall refund to the other any amounts paid, received, or withheld in error.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 General.

6.1.1 Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein the term "rights of management" includes:

1. The determination of Police Department policy, including the right to manage the affairs of the Police Department.
2. The right to assign working hours to employees, including overtime.
3. The right to establish, modify, or change work schedules for each individual member.
4. The right to assign shifts and work locations and revise shift schedules for each employee.
5. The right to direct employees of the Police Department, including the right to hire, promote, transfer, discipline, or discharge employees.
6. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and ranks based on duties assigned.
7. The selection, promotion, or transfer of police officers to supervisory or other managerial positions.
8. The allocation and assignment of work to officers within the Police Department.
9. The determination of policy affecting selection or training of police officers.
10. The scheduling of operations and determination of the number and duration of hours of assigned duty per week for each employee.
11. The establishment, modification, and enforcement of Police Department rules, regulations and orders.
12. The transfer of work from one position to another within the uniform classified service of the Police Department.
13. The introduction of new, improved, or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.

14. The right to determine the need for additional educational courses, training programs, on-the-job training, class training, and to assign employees to such duties for periods to be determined by the City.
15. The determination of the number of ranks and the number of employees within each rank.
16. The determination of the amount of supervision necessary.
17. The right to change any policy, procedure, or practice unless specifically limited by this Agreement.

ARTICLE 7 - POLICY CHANGES

7.1 Notification.

- 7.1.1 The City agrees that there will be no changes in policy affecting employees without notifying EPMA in writing. This notification is to take place at least five working days prior to implementation, unless an emergency should exist.

ARTICLE 8 - INTERNAL INVESTIGATIONS

8.1 General.

8.1.1 Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

8.1.1.1 Employees shall be notified, in writing, that they have become the subject of an internal investigation and of the allegations, except that such notification may not occur when, in the opinion of the Chief of Police or designee, such notification would clearly tend to impair and/or impede a thorough, fair, and factual investigation of a particular complaint.

8.1.1.2 48 hours prior to any investigatory interview, the employee will be informed of and afforded the opportunity to consult with an EPMA representative. The employee shall be allowed a reasonable amount of time to secure the presence of an EPMA representative and to have an EPMA representative present during the interview, so long as the delay shall not unduly obstruct the City's ability to conduct its investigation. The EPMA representative will not unduly interfere in the interview. These restrictions on the EPMA representative's role shall in no way limit EPMA's right to present other evidence to the City at other phases of the investigation, after the conclusion of questioning.

8.1.1.3 To the extent reasonably possible, interviews shall take place at City facilities.

8.1.1.4 The City shall make a reasonable, good faith effort to conduct these interviews during the employee's regularly scheduled shift or normal business hours, except for emergencies or where interviews can be conducted by telephone. Where an employee is working on the night shift, the interview can be scheduled contiguously to the employee's shift.

8.1.1.5 The employee will be required to answer all questions, except for those involving criminal conduct of the employee if the employee has been informed that criminal charges may be filed against him or her.

8.1.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertain to the incident which is the subject of the investigation. Nothing in this article shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

8.1.1.7 If the City records the interview, a copy of the complete interview of the employee shall be furnished, upon request, to the employee. If the

interviewed employee is subsequently disciplined and any part of any recording is transcribed by the City, the employee shall be given a complimentary copy thereof. EPMA shall be allowed to record the interview with the permission of the Chief of Police.

- 8.1.1.8 The employee shall be advised of the results of the investigation and any further action to be taken on the incident.
- 8.2.1 When the investigation results in discipline and the matter is grieved, EPMA will be furnished with a complete copy of the report of the investigation, unless limited by law.
- 8.2.2 This article shall not apply to investigations of criminal conduct by the employee, unless the City has informed the employee that the employee's statements shall not be used in any criminal proceedings.

ARTICLE 9 - GRIEVANCES

9.1 Definition.

- 9.1.1 Grievance is defined as an alleged violation, misinterpretation, misrepresentation, or misapplication of the terms of this Agreement. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, section of the Agreement violated, and remedy sought.
- 9.1.2 Time periods between grievance steps may be extended by written mutual agreement of both parties.

9.2 Procedure.

- 9.2.1 An employee, group of employees or the EPMA may present a grievance in writing to the Chief or designee within 20 working days of the alleged grievance.
 - 9.2.1.1 Working days will be defined as those days Monday through Friday, inclusive, and will not count officially recognized holidays.
- 9.2.2 EPMA shall be the exclusive representative of any aggrieved employee. Pursuit of any and all grievances shall be determined exclusively by EPMA in conjunction with the procedures established in this Agreement. Any decision by EPMA to terminate the pursuit of a grievance shall be final and binding upon the aggrieved employee; provided that nothing herein shall be construed so as to limit an employee's right to resolve employment issues in accordance with RCW 41.56.080.

9.3 Responses and Time Limits.

- 9.3.1 The Chief of Police or designee shall respond to the grievance within 10 working days. Upon the completion of this timeframe, if the issue has not been resolved, EPMA shall have 10 working days to submit the grievance to the Mayor or designee.
- 9.3.2 The Mayor or designee shall respond to the grievance within 15 working days. If EPMA elects to arbitrate, EPMA shall give written notice to the City of its intent to arbitrate within 20 working days of the Mayor or designee's response.
- 9.3.3 Whenever the employer fails to respond within the time limits set forth in this article, the grievance will automatically advance to the next step. Only the signatory parties may submit grievances to arbitration.

9.4 Arbitration of Grievances.

- 9.4.1 The parties shall utilize a single mutually agreed upon arbitrator for the arbitration of grievances under Article 9. In the event that the parties are unable to agree upon an arbitrator, they shall submit a joint request to the Federal Mediation and Conciliation Service for a listing of nine professional arbiters whose principal residence is Washington or Oregon and who are members of the National Academy

of Arbitrators. The City and EPMA representatives will take turns striking names off the list until only one person remains on the list. A coin flip shall determine whether the City representative or EPMA representative will strike the first name on the list. The arbitrator shall observe the timeframes provided within the Rules for Voluntary Arbitration of the American Arbitration Association. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and EPMA agree that the decision of the arbitrator shall be final and binding upon both parties.

9.4.2 The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

9.4.3 All time limits in this procedure shall be the maximum.

ARTICLE 10 - ASSOCIATION LEAVE

10.1 City Leave Bank for Association Business.

- 10.1.1 The City agrees to allow up to 100 working hours with pay each calendar year for Association officials or duly appointed representatives to conduct matters that directly involve the administration of the Agreement. Examples of activities include labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement, adjustments in working rules and/or resolutions of new problems. Pay for individuals using city union official's time off will be calculated at straight time.
- 10.1.2 Attendance by individual officers at meetings by the express request of the City will not be counted toward the allowable 100 hours, but will be paid as regular work hours if the officer is on duty.
- 10.1.3 Up to three (3) members of the Association will be released, if working, for all meetings between the Association and City for the purpose of negotiating the terms of the contract. The three (3) members will not have to charge against a bank. Any additional team members, if working, would charge against the Association bank. All release time must be in compliance with 10.3.1.

10.2 Association Leave

- 10.2.1 The City also agrees to allow Union officials or duly appointed representatives to attend union labor conferences or union business not related to the administration of the Collective Bargaining Agreement without pay but with full benefits. Time off for union labor conferences or Union business not related to the administration of the Collective Bargaining Agreement shall not exceed three days for a single function. Examples of "union business not related to the administration of the Collective Bargaining Agreement" include labor-related conferences, WACOPs functions, training related to union business, and attendance at union functions/events.

10.3 Leave Request

- 10.3.1 Association leave with or without pay will be granted if:
 - A. The City is able to properly staff the employee's job duties during the time off;
 - B. The wage cost to the City is no greater than the cost that would have been incurred had the EPMA officer not taken time off; and
 - C. The request for time off is made in writing to the Chief of Police, and approved by the EPMA President, or his/her designee at least five (5) working days prior to the requested time off. Provided, however, for emergent situations related to the administration of the Collective Bargaining Agreement for which it is not possible to provide 5 working days' notice, the

EPMA shall provide the required notice as soon as possible. Examples of such "emergent situations" include: *Weingarten* investigatory meetings, representation at interviews scheduled with less than 5 days' notice, and other events which require EPMA representation and which are scheduled by the City, outside investigating agencies, etc. with less than 5 days' notice.

ARTICLE 11 - SALARY SCHEDULE

11.1 2023 Salary Schedule.

- 11.1.1 In order to maintain the differential between an EPOA Sergeant and an EPMA member (see Appendix A), Effective January 1, 2023, the 2022 salary schedule for EPMA members shall be increased by 10.1%.

<u>Classification Title</u>	<u>Range No.</u>	<u>Monthly Salary</u>
Lieutenant	03-013	13,997
Captain	03-014	15,042

11.2 2024 Salary Schedule.

- 11.2.1 Effective January 1, 2024, the 2023 salary schedule for EPMA members shall be increased by 5.0%.

<u>Classification Title</u>	<u>Range No.</u>	<u>Monthly Salary</u>
Lieutenant	03-013	14,697
Captain	03-014	15,794

11.3 2025 Salary Schedule.

- 11.3.1 Effective January 1, 2025, the 2024 salary schedule for EPMA members shall be increased by 5.0%.

<u>Classification Title</u>	<u>Range No.</u>	<u>Monthly Salary</u>
Lieutenant	03-013	15,432
Captain	03-014	16,584

11.4 Longevity.

- 11.4.1 Longevity will be based upon time in the EPMA bargaining unit. Increase will be calculated using EPMA employee's base salary:

After the completion of 3 years:	2%
After the completion of 6 years:	3%

11.5 Deferred Compensation.

- 11.5.1 The City will contribute into the City-sponsored Section 457 Deferred Compensation Program 5% of the respective Lieutenant and Captain base monthly salary as stated in Article 11.

The Association members may choose to contribute additional amounts to the foregoing Section 457 Deferred Compensation Program, up to the amount allowed by the applicable IRS rules (provided, however, that the City's contribution obligation shall be limited to 5% of the appropriate base monthly salary).

ARTICLE 12 - CLOTHING ALLOWANCE

12.1 General.

- 12.1.1 The Police Department will initially purchase and thereafter replace the following items of clothing:

Class B working uniforms required under regulations. Replacement(s) will be made at the request of the employee to the City. Items furnished will include helmets, hard equipment and any specialized police equipment or clothing as required by the Chief of Police.

When required, dress uniforms will be furnished by the City.

- 12.1.2 Employees already in the EPMA on the first day of the calendar year will receive \$680 for the purchase of clothing and/or equipment approved by the Chief of Police. This contribution will be paid in the second paycheck of the year. Employees who join the EPMA later in the year, will receive their \$680 clothing contribution on their first paycheck as an EPMA member, unless they had already received the payment in the calendar year under the EPOA contract. If the employee leaves during the year, the employee will be responsible to pay back 1/12th of the contribution amount for every full month not actively employed with the City.
- 12.1.3 The City will provide contract cleaning with a local dry-cleaning facility and provide uniform cleaning for employees. The Chief of Police may set policy to establish what is considered reasonable use.
- 12.1.4 Employees already in the EPMA on the first day of the calendar year will receive a \$300 shoe contribution on their second paycheck of the year. Employees who join the EPMA later in the year, will receive their \$300 shoe contribution on their first paycheck as an EPMA member unless they already received the payment in the calendar year under the EPOA contract. If the employee leaves during the year, the employee will be responsible to pay back 1/12th of the contribution amount for every full month not actively employed with the City.

ARTICLE 13 - HOURS

13.1 Hours of Duty.

13.1.1 The normal work week shall be forty (40) hours of work for Lieutenants and Captains.

13.1.2 The regularly scheduled work shift shall not be less than eight hours in length nor more than 12 hours in length, including roll call, lunch, and other necessary tasks associated with the position.

13.1.3 Captains and Lieutenants may change shifts with any other officer of the same rank who is agreeable to the change, providing that all shift changes must be approved by each division head affected and that the best interests of the Police Department and, thereby, the best interests of the citizens of Everett are ensured. All changes are subject to approval of the Chief of Police or designee.

13.1.4 Lieutenants and Captains assigned to regular shifts shall be given five days written notice before reassignment to a different regular shift. This section shall not limit the authority of the Chief of Police or designee to assign employees outside their regular shift hours (e.g., for training, community meetings, staff meetings, or in case of emergencies) and to make short term adjustments to employees' work schedules to accommodate such assignments.

13.2 Lieutenants and Captains.

13.2.1 Lieutenants and Captains are exempt executive and/or administrative employees and hence do not receive overtime pay.

13.2.2 If a Lieutenant or Captain is required to work more than 40 hours in a given week, the Lieutenant or Captain will be granted compensatory time on an hour-for-hour basis for hours over 40. The maximum accumulation of compensatory time is 120 hours. At separation of employment any unused compensatory hours accumulated by the lieutenant or captain (to a maximum of 80 hours) will be paid at the separating employee's current hourly rate. This payment will be deposited directly into the members VEBA account by the city in lieu of being paid to the employee directly.

ARTICLE 14 - WORK IN HIGHER CLASSIFICATION

14.1 Temporary assignment.

- 14.1.1 Any employee who is temporarily assigned by the Chief of Police or a designated departmental officer to accept the full duty and responsibility of a rank higher than his/her current regular classification for a period of one full workday or more shall be paid at the rate of the higher rank beginning with the first full workday in his/her temporary assignment until returned to work in his/her regular classification.

ARTICLE 15 - HOLIDAYS

15.1 Employees are entitled to the following paid holidays:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas
Two Floating Holidays

Section 15.2 Holiday Pay

Employees will make an annual election of one of the options below. Elections must be submitted to payroll by the membership through open enrollment or another administrative process by December 1st of each year for the following years' time. Employees who join EPMA any time from January 2nd through November 30th will have a choice of either Options A or B for the year they are promoted. Employees that are promoted in the month of December will default to Option A for the remainder of the year in which they are promoted and will have the options of A, B, or C for subsequent years. The City will provide a written agreement for the member to sign electronically during open enrollment period each year. For 2023, upon ratification of this agreement, a declaration will be submitted within 30 days. The three options are listed below.

Both parties agree that these three options will be in effect for holidays in calendar year 2023, and the three options will be re-evaluated in labor management prior to November 30, 2023, for holidays in the remaining two years of the contract.

15.2.A. Employees will earn holiday time at a rate of 10 hours per the 11 City holidays as indicated in section 15.1. Holiday time is not to be considered time off work but will be payable on the holiday itself. This is the default for all employees who do not declare the option outlined in Section 15.2 by December 1st of the prior year, or within 30 days of being hired or promoted. If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

Option A: Employees who declare Option A within 30 days of being hired or promoted will earn 10 hours of holiday pay for each holiday that follows their date of promotion/hire. Employees promoted or hired after December 1st; the Christmas holiday will be paid in the pay period in which it is earned. The employee may elect to receive personal leave beginning the first of the new year, subject to section 15.2.B.

If there are extenuating circumstances (such as a serious health condition) during the calendar year where the employee has exhausted their accrued leave banks, the HR Director will consider an employee's request to change their election to personal leave as stated in section 15.2.B on a prorated basis.

Option B: On January 1st, earn 110 hours of personal leave for use throughout the calendar year. Those who are employed in EPMA as of January 1 each year and have elected to receive personal leave by December 1 of the year prior, will receive 110 hours of personal leave for use throughout the calendar year. Personal leave is intended to be used in the same manner as vacation and other accrued leave from work; subject to supervisor/manager approval. If the employee is unable to utilize personal leave during the calendar year, it will be cashed out in the last pay period of the year subject to the reporting rules under the Department of Retirement Systems.

For employees employed in EPMA after January 1st of each year and elect to receive personal leave, leave time will be pro-rated as follows:

Month of Promotion	Prorated Personal Leave
January	110
February, March, & April	90
May	80
June	70
July & August	60
September & October	50
November	40

Upon Separation of employment prior to December 1st, the member will be cashed out based on completed months of service in that calendar year. A full month of service is defined as having worked hours on the last day an employee is scheduled to work that month.

At the time of separation, payroll will review the utilization per the payback schedule below:

Month of Separation	Maximum Time Allowed to be	Amount to be Withheld/Repaid at
---------------------	----------------------------	---------------------------------

	Used	Separation
January	20	90
February, March, & April	30	80
May	40	70
June	50	60
July & August	60	50
September & October	70	40
November	80	10
December	110	0

Option C: Beginning January 1st the employee will receive 50 hours of personal leave to be used in the same manner as described in section Option B. For employees who elect this option, personal leave remaining upon separation will be handled in the same manner as described in section Option B. The employee will not be eligible for holidays in the months of January – June. Beginning in July, the employee will receive holiday pay for the remainder of the year as described in section Option A.

15.2.B

Employees who work on Independence Day, shall earn compensatory time off at one and one-half times the employee's required and scheduled hours worked on July 4th.

ARTICLE 16 - VACATIONS

16.1 General.

16.1.1 Vacations shall be considered as regular employment. An annual vacation is of benefit to employees and to the City and all employees should be required to take an annual vacation.

16.1.2 All employees shall accrue vacation credit for each month of continuous service as shown below:

VACATION CREDIT ACCRUED	Number of Hours	
	Per Month	Per Year
8th and 9th Years	13.333	160
10th through 14th Years	14.000	168
15th through 19th Years	15.333	184
20th through 24th Years	16.667	200
25th year and beyond	18.667	224

16.1.3 No vacation accrual will be allowed in excess of two full years earned vacation, except when the employee is on workers compensation. For purposes of this section, vacation accrual will be reported on a regular basis to the employee. Under special circumstances, the Mayor in writing may authorize accumulation of more leave. Otherwise, time not taken which causes accrual beyond two full years earned vacation will be lost to the employee.

16.1.4 At separation of employment any unused vacation hours accumulated by the lieutenant or captain under the provisions of 16.1.3 will be paid at the separating employee's current hourly rate. This payment will be deposited directly into the members VEBA account by the City in lieu of being paid to the employee directly.

ARTICLE 17 - SICK LEAVE

17.1 Accrual.

17.1.1 Employees shall accrue six (6) hours of sick leave per pay period, and in no instance shall an employee receive less than one hour of paid sick leave for every 40 hours worked in accordance with state law. Employees that have reached their contractual bank maximum accrual of 1040 hours will continue to accrue 1 hour of sick leave for every 40 hours worked in accordance with state law. Employees at year end shall be allowed to carry over a maximum of 1040 hours. Any excess hours beyond 1040 will be contributed to the employee's HRA/VEBA account to maximum of 40 hours in accordance with Washington Paid Sick Leave, using the employees hourly rate on December 31st. The Maximum cash-out at separation of employment shall not exceed 520 hours (50% of 1040 hours). Sick leave shall be administered in accordance with Washington Paid Sick Leave RCW 49.46.210 and WAC 296-128-600 through 296-128-770.

17.2 Sick Leave Eligibility.

17.2.1 Sick leave eligibility is defined as follows:

- A. Illness, injury or pre-approved medical, dental or vision appointments for the employee. In the case of an eligible dependent, sick leave with pay may be used in accordance with Federal and State laws and applicable City requirements.
- B. enforced quarantine in accordance with certain health regulations.

17.3 Licensed Health Care Provider's Certification

Employees that are absent for more than three consecutive days or shifts are required to submit a leave request to Human Resources. Documentation from a medical provider may be required when an employee uses three or more consecutive workdays or shifts of sick leave. In the event documentation is required, an employee must provide the verification within 15 calendar days of the request.

17.4. Sick Leave Accrual Incentive.

17.4.1 Upon retirement as defined by the Department of Retirement Systems, employees will receive an amount equal to fifty percent (50%) of the value of their then existing sick leave accrual balances up to a maximum of 520 hours. This amount will be deposited into the employee's VEBA account the pay day following the employee's separation.

17.4.2 The City shall pay the beneficiary one hundred percent (100%) of the value of the employee's existing sick leave accrual balances (up to the 1040 hour maximum allowed in a sick leave bank) upon death.

17.5 No COVID-19 Mandate

The City of Everett will not mandate a COVID-19 vaccine for employees covered by this bargaining agreement unless it's required by state or federal mandate.

ARTICLE 18 - FUNERAL LEAVE

18.1 Leave.

- 18.1.1 When death occurs among members of an employee's immediate family, the employee, upon request to the Chief of Police or designee, will be granted time off to assist with funeral arrangements as necessary and to attend the funeral. The employee will be compensated at his/her normal salary for the hours lost from his/her regular schedule, before or after the funeral, with the maximum of four days allowance. This time off shall not be deducted from accumulated sick leave, vacation, or other earned time off.
- 18.1.2 "Members of an employee's immediate family" shall include spouse, domestic partner and children, to include stepchildren and children of a domestic partner; parents, stepparents, and siblings of the employee or spouse or domestic partner; grandparents or step-grandparents of the employee or spouse or domestic partner; or grandchildren.
- 18.1.3 Domestic partner is defined for purposes of this article as the criteria outlined by the City's Domestic Partner Resolution or the State Registry. Proof of criteria may be requested.

ARTICLE 19 - INSURANCE BENEFITS

19.1 General.

- 19.1.1 The City agrees to provide insurance benefits for employees and their dependents as described in the following sections.

19.2 Employee and Dependent Medical.

- 19.2.1 The City agrees to offer medical coverage for all employees and their eligible dependents. Employees shall have the option of participating in the Kaiser HMO Plan or one of the City's self-insured HMA medical plans. Employees that elect the Kaiser HMO Plan or the City's traditional PPO Plan, shall pay fifteen percent of the monthly premium for themselves and their dependents. Effective January 1st, 2023, employees that elect the City's Consumer Driven Health Plan (CDHP), shall pay zero percent of the monthly premium for themselves and their dependents. Effective January 1st, 2024, employees that elect the CDHP plan shall pay five percent of the monthly premium.
- 19.2.2 Employees that elect the CDHP will receive a City paid contribution to an HRA VEBA in the amount of \$1,800 for an individual or \$3,600 for a family. (For the term of this contract the contribution will be made in January of each year.) In addition, employees and their spouses/domestic partners that complete the annual whole health exam at the VERA Clinic will receive an additional VEBA contribution in the amount of \$200 each. Changes in eligibility during the year will result in a pro-rated VEBA contribution.

19.3 Dental Insurance.

- 19.3.1 The City agrees to provide dental insurance through Washington Dental Service or Willamette Dental for all employees and their dependents (i.e., the employee may choose one of the two foregoing dental plans). The City shall pay the premium cost of the coverage.

19.4 Vision Insurance.

- 19.4.1 The City agrees to provide vision coverage that is acceptable to the City for all LEOFF II employees and their legal dependents. The City shall pay the premium cost of the coverage.

19.5 Disability and Life Insurance.

- 19.5.1 The City agrees to sponsor and administer a disability insurance program through Standard Insurance Company for all EPMA employees. Premiums for this coverage will be the responsibility of EPMA employees with the requirement that all EPMA employees participate.

19.5.2 The City will offer and administer a voluntary cancer and accident insurance program through SunLife. Premiums for this coverage will be responsibility of EPMA employees.

19.5.3 In conjunction with the disability insurance program, all employees agree to purchase a \$10,000 life insurance policy through Standard Insurance Company.

19.5.4 It will be the responsibility of EPMA to register all present and new members of the bargaining unit in these programs. Any dividends or financial returns from either of these programs will be forwarded to EPMA.

19.5.5 Paid Family Medical Leave Insurance Program (WPFML)

The City has chosen and been approved to conduct a voluntary WPFML program for year 2023 and will not deduct premiums from the employee for this program. The City reserves the right to move to the State plan in any given year and negotiate whether it will take the employee's share of the WPFML premium as established in RCW. If the City changes to the State WPFML plan, the City agrees to negotiate the decision and impacts of such change.

ARTICLE 20 - DEFENSE AND INDEMNIFICATION

20.1 General.

- 20.1.1 The City shall provide legal defense and pay valid judgments and claims against employees arising out of or incident to conduct occurring while the employee was performing official duties within the scope of his/her City employment.

ARTICLE 21 - VACANCIES AND PROMOTIONS

21.1 Application of Civil Service Rules.

- 21.1.1 The City agrees that Civil Service rules and regulations will be used in filling vacancies in the classified service covered by this Agreement. If a vacancy is not filled after 30 days, the City agrees to notify EPMA within five days of the cause and the City's intent relative to that position.

21.2 Eligibility Lists.

- 21.2.1 Eligibility lists for promotions within the bargaining unit shall be established for a maximum duration of two years. The duration of the list shall be established by the Civil Service Commission prior to the announcement of the examination.

21.3 Probationary Periods.

- 21.3.1 Employees shall be disciplined only for just cause. Employees serving a promotional probationary period may be reverted back to their prior classification for just cause.
- 21.3.2 A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent in excess of 10 work days during the probationary period.

ARTICLE 22 - SENIORITY LIST AND ANNIVERSARY DATE

22.1 General.

- 22.1.1 The City shall keep an up-to-date seniority roster. Any objections to the seniority list as posted shall be reported by EPMA to the City. The anniversary date shall be the date of the appointment. If an employee is promoted, the promotion date becomes the anniversary date. For purposes of determining seniority in rank, the promotion date shall apply.

ARTICLE 23 - LAYOFF

23.1 General.

- 23.1.1 In the event of a layoff by the City, the employees in the lowest rank will be laid off in the inverse order of their seniority. In the event of a vacancy in the department, an employee who has been laid off two years or less will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, provided that the person meets LEOFF medical requirements and passes an entry level polygraph covering the period of separation to the time of rehire. The City will notify such former employee by certified mail at the last address maintained in the personnel file of the employee. Failure to respond to such certified notice within 10 days of the postmark shall constitute rejection of the position.
- 23.1.2 In the event of a reduction in the number of supervisory positions, the City may demote temporarily the person or persons with the least amount of seniority in that classification. The person demoted will maintain rights to the position held.
- 23.1.3 In the event of layoff, reduction shall be in the reverse order of hiring and promotion.

ARTICLE 24 - VEHICLES

24.1 General.

- 24.1.1 The parties recognize that, in appropriate circumstances, the City may deem it desirable to assign take-home vehicles. Such assignment will be in accordance with the applicable Department Policy and Procedure as may be amended from time to time.

ARTICLE 25 - SEVERABILITY

25.1 Savings Clause.

25.1.1 If any provision of the Agreement should be rendered or declared invalid by any court action or by reason of any subsequent legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

25.1.2 Upon invalidation of any article or provision of this Agreement, either party may require the other to enter into collective bargaining over the effects of such judicial or legislative determination.

ARTICLE 26 - DURATION

26.1 General.

26.1.1 This Agreement shall be effective as of the first day of January 2023 and shall remain in full force and effect through the last day of December 2025. Any one Article may be opened if mutually agreed to by both parties. If agreement is not reached within 30 days, the Article or Articles will remain in force as written. It is further provided that by mutual agreement this contract may be modified or clarified at any time.

26.1.2 In witness whereof, the parties hereto have set their hands on the 15th day of December, 2022.

CITY OF EVERETT

EVERETT POLICE MANAGEMENT
ASSOCIATION

Cassie Franklin

CASSIE FRANKLIN, Mayor

Robert Goetz

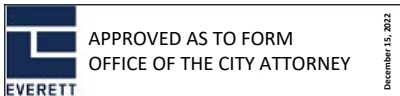
ROBERT GOETZ, EPMA PRESIDENT

ATTEST:

Maria J. [Signature]

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY









EPMA CBA

Final Audit Report

2022-12-15

Created:	2022-12-15
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeyDqP7OPFjMKYmnD79RuxukDLKqYKfnm

"EPMA CBA" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2022-12-15 - 5:53:44 PM GMT
-  Document emailed to cfranklin@everettwa.gov for signature
2022-12-15 - 5:54:34 PM GMT
-  Email viewed by cfranklin@everettwa.gov
2022-12-15 - 6:56:24 PM GMT
-  Signer cfranklin@everettwa.gov entered name at signing as Cassie Franklin
2022-12-15 - 6:56:37 PM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2022-12-15 - 6:56:39 PM GMT - Time Source: server
-  Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature
2022-12-15 - 6:56:40 PM GMT
-  Document e-signed by Marista Jorve (mjorve@everettwa.gov)
Signature Date: 2022-12-15 - 10:10:54 PM GMT - Time Source: server
-  Agreement completed.
2022-12-15 - 10:10:54 PM GMT